

**SCHEDULE 11**

**MATERIAL ASSUMPTIONS**

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**MASTER SERVICES AGREEMENT**

**REGARDING**

**DIVISION OF FAMILY RESOURCES MODERNIZATION PROJECT**

**By and between**

**STATE OF INDIANA**

**ACTING ON BEHALF OF**

**THE FAMILY AND SOCIAL SERVICES ADMINISTRATION**

**And**

**INTERNATIONAL BUSINESS MACHINES CORPORATION**

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**SCHEDULE 11**  
**MATERIAL ASSUMPTIONS**

- A. During the Term, there will be no change in a Law by the State of Indiana or any other Governmental Body within the State of Indiana that requires Vendor or its Subcontractors to change its manner of performance of this Agreement.
- B. During the Term, there will be no (i) material economic downturn in the State of Indiana, from that which existed as of the Effective Date, nor (ii) a hyperinflationary economy in the State.
- C. Vendor's solution regarding its storage of documents electronically is in compliance with the Law.
- D. Vendor will be able to continue to lease office space for the Vendor Service Locations that are Help Centers at an average price of twelve dollars (\$12) per square foot, and such Vendor Service Locations shall not require material investment for build-out and fit-up.
- E. The number of Affected Employees to whom the potential Employer shall make employment offers in accordance with Section 3.3 of the Agreement shall be no greater than 1510.
- F. The State will work cooperatively with the Vendor to achieve all Service requirements during Transition, making final eligibility determination and completing other agreed-upon eligibility tasks in a timely manner.
- G. The performance and response time of the Systems of Record shall not materially degrade from that which exists as of the Effective Date, as measured using tools currently available to the State, which shall be no less than (i) 99.5% Availability, and (ii) 90% of transactions completed internally within one (1) second, 95% completed internally within three (3) seconds, and 99.0% completed internally within fifteen (15) seconds.
- H. To the extent that the Systems of Record performance or response times materially affect Vendor's ability to perform the Services in accordance with the Agreement, appropriate remedies or work-arounds can be reached between Vendor and the State after good faith discussions.
- I. There is no refresh of hardware or software during Contract Years 8, 9 or 10.

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